UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

In re:

Chapter 11

23ANDME HOLDING CO., et al.,

Case No. 25-40976-357

Debtors.

(Jointly Administered)

Related Docket No. 591

OBJECTION OF CALIFORNIA PHYSICIANS' SERVICE DBA BLUE SHIELD OF CALIFORNIA TO CURE AMOUNT STATED IN DEBTORS' NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) PROPOSED CURE AMOUNTS [DOCKET NO. 591]

TO THE HONORABLE BRIAN C. WALSH, UNITED STATES BANKRUPTCY
JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, DEBTORS, AND ALL
PARTIES IN INTEREST:

PLEASE TAKE NOTICE that California Physicians' Service dba Blue Shield of California ("Blue Shield"), by and through undersigned counsel, hereby submits its objection to the "Cure Amount" stated in the Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (II) Proposed Cure Amounts [Docket No. 591] (the "Cure Notice") submitted by the above-captioned debtors-in-possession ("Debtors").

Specifically, in the Cure Notice, Debtors state that they are a party to the following executory contract(s) with Blue Shield with the following amounts due:¹

¹ Docket No. 591, p. 9.

| # | Debtor | Description of Contract | Cure Amount |
|-----|---------------|--|-------------|
| 228 | 23andMe, Inc. | Group Health Service Contract Dated 1/1/2025 | \$0.00 |
| 229 | 23andMe, Inc. | Group Health Service Contract Dated 1/1/2025 | \$0.00 |

Blue Shield is a licensed prepaid health care service plan and, as such, contracts with individuals, associations employer groups and governmental entities to provide or arrange for the provision of covered health services to its members enrolled in its health benefit plans. Blue Shield provides such benefits to the Debtors pursuant to such an employee benefit plan. Blue Shield, upon examining its books and records, objects to the proposed Cure Amounts as being inaccurate. The actual amount owed, and which must be cured by the Debtors as a condition of assumption, is no less than \$226,428.75.

This Objection is made pursuant to 11 U.S.C. Sections 365(b)(1)(A) and (B), and is based on the pleadings, evidence and other papers and records on file with the Bankruptcy Court in these Chapter 11 cases, the Declaration of Maryann Lagura submitted concurrently herewith, and on such other and further matters as the Court will allow.

Moreover, Blue Shield and the Debtors are subject to an ongoing trade relationship whereby the amounts owed by the Debtors are subject to change. The amounts referenced above reflect outstanding amounts owed as of the date hereof. Blue Shield respectfully reserves its right to amend this objection as additional amounts change hands and the amounts owing change.

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Dated: June 10, 2025 SNELL & WILMER L.L.P.

By: /s/ Andrew B. Still

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Counsel for California Physicians' dba Blue Shield of California

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served by ECF electronic noticing on this 10^{th} day of June 2025, upon all counsel of record.

/s/ Andrew B. Still